# Kilkenny County Council

## Kilkenny City Centre Vibrant Streets East

## Technical Consultancy Services

## Design Brief

**November 2026**

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# 1 Definition of Brief

Kilkenny County Council has identified the need to engage the services of a multi-disciplinary team to advance the preliminary design, detailed design, statutory planning requirements, enabling and procurement, construction and handover to complete the **Kilkenny City Centre Vibrant Streets East** scheme, including fulfilment of the PSDP role along with the procurement of specialist services and all other services as prescribed to complete the scheme.

# 2 Background & Location

The Vibrant Streets scheme comprises streetscape, public realm, and active travel improvements on a number of key streets within Kilkenny City Centre. The scheme aims to improve the quality, safety and functionality of the city's streets, prioritising walking, cycling and place-making while maintaining appropriate access for vehicles and servicing. The extents of the scheme are provided in Figure 1. Streetscape improvements will be implemented on the following key streets:

**John Street Upper**
**Maudlin Street**
**Barrack Lane**

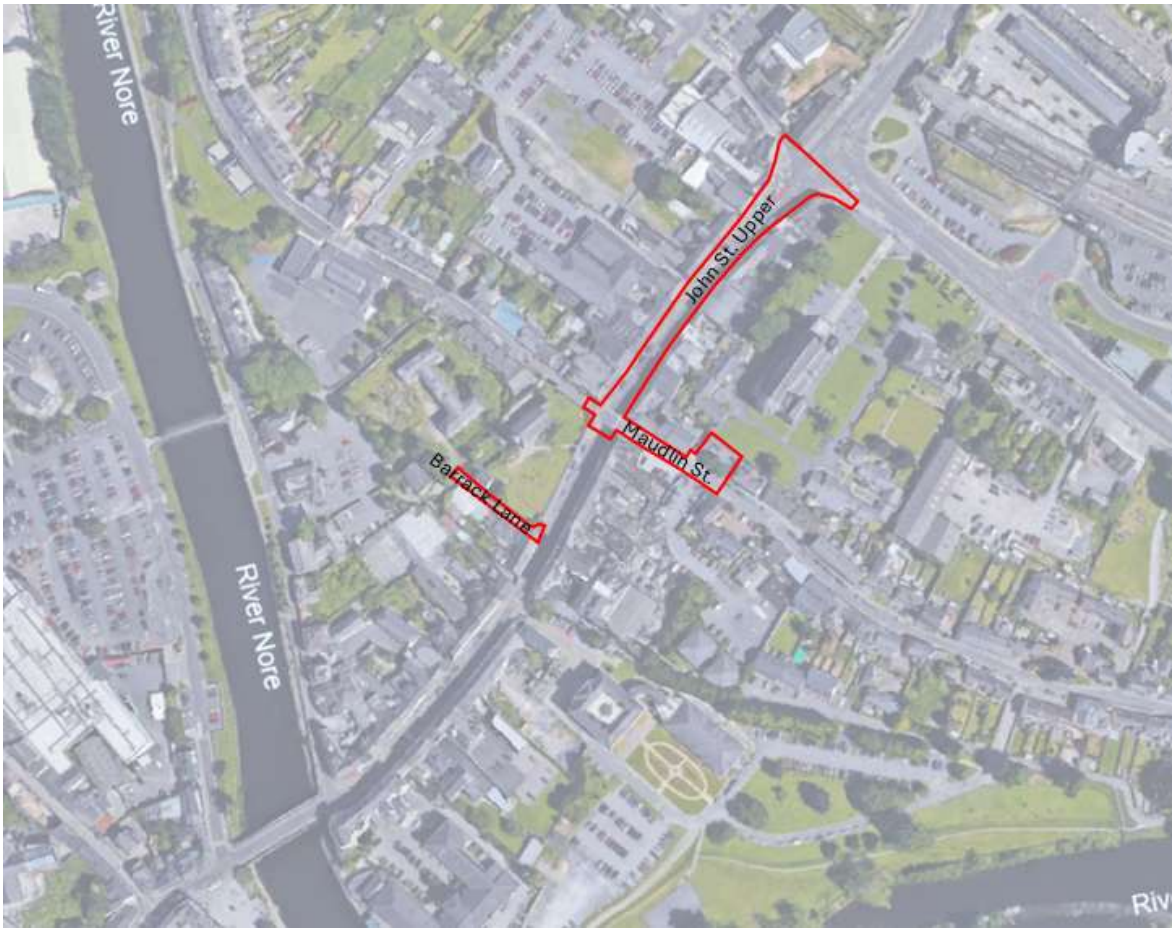



**Figure 1. – Scheme Extents**

Funding for the scheme is through the Town and City Regeneration Investment Fund (TCRIF).

The statutory objective underpinning the delivery of this Scheme is provided for in the Kilkenny City and County Development Plan 2021–2027:

The Kilkenny City and County Development Plan 2021–2027 (CCDP) translates national and regional objectives into the local Kilkenny context with a focus on compact growth and a shift to sustainable mobility. It supports the national level NPF and the regional level RSES for the Southern Region policies and aligns with the vision and objectives.

The CCDP places a clear emphasis on supporting compact growth through the '10-minute city' concept and on the delivery of active travel infrastructure to support walking and cycling as viable and attractive modes for everyday trips. It aspires to achieve a 60% sustainable mode share for trips within Kilkenny City by 2040 (up by 27% in 2022). Delivering this will require high-quality walking and cycling infrastructure on key routes.

The scheme supports a number of the CCDP's objectives including C5H (to further improve and enhance the walking and cycling network) and C5L (to invest in cycling projects to support the compact '10-minute city'). The scheme also aligns with the CCDP in terms of contributing to the mode shift targets identified – an increase in cycling and walking mode shares by approximately 6% and 8% respectively.

The project responds directly to these objectives through the enhancement of public realm, streetscape and pedestrian infrastructure across key areas of Kilkenny City Centre, improving connectivity, accessibility and movement between key commercial, tourism, cultural and heritage destinations while supporting safer and more attractive walking and cycling routes within the city centre.

# 3 Existing Street Conditions

The streets of **John Street Upper, Maudlin Street and Barrack Lane,** collectively form a key part of Kilkenny City Centre but are currently characterised by a legacy of vehicle-dominated layouts, inconsistent public realm quality and limited prioritisation of pedestrians and cyclists. John Street Upper functions as an important gateway into the city centre but suffers from constrained footpaths and poor multimodal balance, while Maudlin Street is a one way street that has a poorly laid out carriageway and footpaths with low quality finishes. Barrack lane is a link from John St to the recently refurbished Butler Gallery but is underutilised due to low-quality surface finishes, minimal streetscape coherence and limited integration of heritage and placemaking features.

Across all locations, deficiencies in accessibility, cycling infrastructure, public realm design and overall legibility reduce dwell time for pedestrians, potentially constraining economic activity and detracting from the quality and vibrancy of the city centre environment.

**John Street Upper**




**Maudlin St**




**Barrack Lane**



# 4 Purpose, Project Objectives & Scope of Works

It is expected that there would be a requirement to develop a minimum of 3 options to address the objectives of the proposed scheme. Options for the final design for Part 8 would need to be explored for:

- The layout of the junctions within the scheme.
- Contraflow cycle lanes.
- Parking and loading facilities.
- Pedestrian crossings.
- Tactile paving and guidance paving.
- Any proposed shared surfaces.
- Materials, street furniture and landscaping.

It is also expected that the proposed scheme would have sufficient space within the existing available road corridor. As a result, there would be no additional hard surfacing and therefore no additional loading on the existing surface water collection and distribution network.
The objectives of the scheme are as follows:

- To use the existing available corridor to implement traffic calming measures inclusive of lighting design, drainage design and sign design (if necessary).
- To prioritise public transport and the needs of Vulnerable Road Users and the implementation of active travel solutions.
- To design a suitable streetscape in accordance with the requirements of DMURS and the Cycle Design Manual and in line with Universal Design Principles.
- Identify and implement (where feasible) Nature Based Management Solutions of Rainwater as per the Kilkenny City Rainwater management Plan (when available) and guidance documents 'Rainwater Management Plans Guidance for Local Authorities 2024'.

The following is a non-exhaustive list of works envisaged to be undertaken as part of this scheme:

- Project Supervisor Design Process (PSDP);
- Pedestrian Crossing Demand Assessment as per **DMURS Chapter 4** / **Cycle Design Manual**
- Topographical Survey;
- Architectural Impact Assessments including built heritage assessment;
- Archaeological Impact Assessment
- Article 6 Screening Assessment Appropriate Assessment (Ecology);
- EIA Preliminary Examination /EIAR Screening (Environment);
- Environmental Report (High-level assessment of each of the options to help select a preferred option with a full report on the preferred option);
- Traffic & Parking Surveys;
- Traffic Modelling;
- Scheme Options Assessment Report including the identification of the preferred option to be brought forward and costings; and fulfilling the requirements of the Kilkenny SUMP proposals to introduce permanent pedestrianisation or a one-way traffic system on any street, road or lane within Kilkenny Municipal District will be evaluated to determine the impacts, benefits and viability based on the prevailing conditions at the time.
- Stakeholder Engagement & Consultation;
- Part 8 Public Consultation;
- Preliminary Design;
- Quality Audit (inclusive of Stage 1 RSA);
- Detailed Design; including Urban architectural design and streetscape/feature lighting design.
- Stage 2 Road Safety Audit;
- Outline Construction Environment Management Plan (OCEMP);

- Contract Strategy;
- Procurement of Main Construction Contract;
- Employer's Representative for the Construction Stage; and
- Handover items/tasks

# 5 Services

## 5.1 Project Appraisal

As the scheme is part-funded under the TCRIF Category 1B programme, the scheme will require appraisal and approval in line with the Department of Housing, Local Government and Heritage (DHLGH) document "Towns and Cities Regeneration Investment Fund - Guidance Note Circular 01-2026" and the national Infrastructure Guidelines.

For the Kilkenny City Centre Vibrant Streets East Scheme (**John Street Upper, Maudlin Street and Barrack Lane**), approvals and submissions will be required to follow the streamlined lifecycle stages for capital projects with an estimated cost below €20M (Band 2) as set out in the national **Infrastructure Guidelines**.

The Project Lifecycle Gateways, deliverables, and reporting frequencies required under this contract include:

- **Gateway 1 — Strategic Assessment & Approval in Principle (Bypassed/Pre-Approved):** The strategic case, options analysis, and preliminary cost parameters were established and approved during the successful TCRIF funding application stage. The Consultant will build directly upon these approved baseline metrics.
- **Gateway 2 — Project Design, Specification & Pre-Tender Review (Internally Delegated):** Upon completion of the Detailed Design and Part 8 statutory processes, an updated Business Case and a comprehensive **Pre-Tender Cost Report** (including an all-in cost plan prepared by a suitably qualified Quantity Surveyor) must be completed. Under the streamlined guidelines for projects under €20M, formal departmental approval to tender is not required, provided that the Pre-Tender Cost Report confirms that the project costs remain strictly within the approved TCRIF budget envelope.
- **Gateway 3 — Post-Tender Final Business Case & Contract Award Approval (Mandatory Departmental Sign-off):**
  Following the evaluation of live construction tenders, the Consultant, in conjunction with the Quantity Surveyor, must compile the **Final Business Case (FBC)** and a formal **Tender Recommendation Report**. This must be submitted to the DHLGH to secure the absolute release of capital funds and explicit authorization for Kilkenny County Council to award the main construction contract.
- **Gateway 4 — Implementation, Monitoring, and Project Close-Out:**
  Following the successful mobilization of the contractor on-site, the Consultant will be responsible for preparing and submitting formal monitoring reports to the DHLGH. These submissions must be compiled and provided **every quarter for the duration of the construction contract**, detailed as follows:
  - Comprehensive Progress Report on active contract works.
  - Financial Drawdown and Cost Control Report.
  - Updated Risk Register detailing emerging physical, commercial, or utility risks.
- **Project Completion Report:** Upon structural handover of the streets, the Consultant must draft and submit a definitive Project Completion Report in strict accordance with the DHLGH TCRIF framework.

## 5.2 Capital Works Management Framework

The service requirements to be provided are those consultancy services required by the Contracting Authority in connection with the Kilkenny City Centre Vibrant Streets East scheme. Using the Project Stages as defined in the Department of Public Expenditure and Reform *Capital Works Management Framework* it is the intention of the Contracting Authority to engage the services of multi-disciplinary team to carry out all elements of Stage (I) Preliminary, Stage (ii) Design, Stage (iii) Tender, Stage (iv) Construction and Stage (v) Handover. Details of the services required are set out in Schedule B of the Tender and Schedules; however, the following paragraphs give further instructions on some of the requirements for all Stages.

## 5.3 Stages (i) – (v)

The Consultant will be aware of their obligations and the obligations of the Contracting Authority under the Health and Safety legislation and Safety, Health and Welfare at Work (Construction) Regulations 2013- 2021. These obligations shall include the preparation of appropriate safety plans to cover all activities involving the presence of labour, plant or materials on the site/location of the works during the performance of the commission. The Consultant will undertake the role of Project Supervisor Design Process, and the Client appointee under Section 17 of the 2005 Act for all contracts associated with the commission. The consultant may appoint themselves or a competent third party at the consultant's expense to carry out these safety duties. Duties will include the development of Health and Safety plans and the Safety File and fulfilment of obligations under the current Health and Safety legislation. The consultant should include in the lump sum fee for appointment as PSDP for the scheme and Section 17 appointment.
Duties will also include the assessment of the competence of (sub)contractors to undertake the role of Project Supervisor Construction Stage for those site works as required during Stages (i) - (v) (inclusive).

The Total Performance Period for performance of the Services is 44 months, excluding contract maintenance period.

The Consultant shall include in the fee for each Stage the cost of expenses i.e. printing, travel, phone calls mobiles or otherwise and subsistence in connection with any work undertaken at each Stage.

The Consultant will undertake consultations with key stakeholders to facilitate the development, assessment and promotion of the Works. The Consultant will, in the development of the scheme, be responsible where applicable for the continuation of the consultations with the various bodies consulted at previous stages and with other relevant authorities. Further information on consultation is provided in the following section.

It will be a condition of appointment that the Consultant shall provide proof of insurance that indemnifies the “Contracting Authority” / the Client, its agents and authorised persons, from any claims by third parties for injuries to them or their property and by the Consultant’s employees arising out of work carried out as part of the Services. The Consultant shall also be required to provide proof of Professional Indemnity Insurance. The Consultant’s Insurances shall be for an amount which is at least equal to that specified in Schedule A (CONTRACT PARTICULARS) of the Tender and Schedules.

The Contracting Authority is therefore seeking the services of a multi-disciplinary team comprising of key personnel:

- Project Director - Minimum requirement 10 years' relevant post graduate experience;
- Project Manager - Minimum requirement 7 years' relevant post graduate experience;
- Senior Civil Engineer – Minimum requirement 7 years' relevant post graduate experience;
- PSDP Services – Minimum 5 years' relevant post graduate experience;
- Quantity Surveyor – Minimum requirement 5 years' relevant experience;
- Urban streetscape/Landscape Architect – Minimum 5 years' relevant post graduate experience;
- Lighting Design Consultant – Minimum 5 years' relevant post graduate experience.

The names and CV's of identified key proposed team members and the range of professional skills which will be brought to bear for the planning and design phase shall be submitted with the tender submission as part of the quality documentation. Note team members put forward for consideration must hold the relevant professional qualifications and demonstrate that they have gained the minimum years of experience required.

Please note, the successful Consultant will require the appointment of Employers Representative (Minimum requirement 7 relevant years' experience) and Senior Resident Engineer (Minimum requirement 7 relevant years' experience) during the Construction Stage. The appointments will require the approval of Kilkenny County Council and the necessary relevant experience.

**The format of the CVs used for the key personnel shall be in accordance with the template provided in 'Appendix E CV' & 'Appendix F CV' specific to the key proposed team members.** (Provided as part of the tender documentation package.)

The Project Manager is identified as a key role in the project, responsible for the day-to-day management and progress of the project.

The consultant shall provide in summary the following services;

- The Consultant shall fulfil the role of Design Team Leader and undertaking all obligations in relation to this role;
- The Consultant shall fulfil the role of Project Supervisor Design Process and undertaking PSDP obligations under the Safety, Health and Welfare at Work (Construction) Regulations, 2013-2021;
- Full quantity surveying services required for the design and construction of all aspects of the proposed project shall be required during stages (i) to (v) inclusive.
- The consultant should allow for attendance of an initial start-up or inception meeting on-site. The consultant shall allow for a minimum once per month progress meetings at a location to be determined by the Client during stages (i) -(iii). It is expected that such meetings will be a combination of virtual and on-site meetings. The consultant shall be responsible for the administration of meetings (generation of agenda, minutes etc a minimum of 3 working days in advance of such meetings.) Ad-hoc liaison meetings will also be required during the commission, and provision shall be made for same in the lump sum fee.
- Familiarisation with the scheme and review of all relevant documentation including but not limited to the **Kilkenny City Centre Sustainable Urban Mobility Plan (SUMP)**, the **Kilkenny City Centre Public Realm Strategy**, and relevant previously granted private planning permissions and so on;
- Familiarisation with the existing public transportation in the wider area to ensure that the proposed design incorporates the needs of public transportation.
- The drainage design for the scheme shall prioritise, subject to satisfactory geotechnical and hydrogeological parameters the use of Nature Based Solutions as per the "Rainwater

Management Plans Guidance for Local Authorities 2024". The consultant shall provide a report on potential and recommended NBS options to be brought forward through detailed design.

- Preparation of a detailed topographical survey contract to cover the entire scheme and tie-ins to existing roads. Extent of survey to be agreed with Client. Consultant to procure, manage and administer contract on behalf of the Client including Tender Assessment and preparation of Report on Tenders. Cost of the survey contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2.
- Scope detailed utility investigations of all existing infrastructure within the scheme extents including the identification of capacity and outfall routes for surface water and foul water drainage; to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client and provide expert site supervision. Consultant to review the Factual Report prepared by the Utility Investigation Contractor and prepare an Interpretative Report. Cost of the survey contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2.
- Preparation of a Pedestrian Crossing Demand Assessment as per **DMURS Chapter 4** / **Cycle Design Manual**. This is to assess the demand/requirement for existing and additional crossings within the scheme.
- Review any available environmental information. Scope detailed specialist environmental surveys required for the proposed scheme. This should include an initial high-level assessment to assess each of the options considered and a full assessment on the preferred option. Additionally, the services would be required for the required reports as set out in Schedule B for Part 8 planning. Include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the specialist environmental survey contract to be borne by the Client. The Consultant shall comply with the Clients Procurement Procedures Version 7.2
- Undertake the required stages of Appropriate Assessment, to be carried out in accordance with The EC Directive 92/43/EEC "Habitats Directive" and any other relevant legislation;
- The consultant shall scope the detailed service requirements to provide Architectural consultancy services for the proposed scheme in advance of its construction. Architectural Consultancy Stage Services inclusive of a built heritage assessment will be required for Part 8 approval and detail design. Consultant to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the archaeological services contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2
- The Consultant, through their managed Specialist Archaeological Consultant, shall ensure the preparation and submission of a **Section 12 Notification**, along with any other statutory archaeological applications, licences, or notifications required for the project under the **National Monuments Acts 1930 to 2014** (such as Section 14 Ministerial Consent or a Section 26 Archaeological Licence). The Consultant shall actively oversee this process and ensure their specialist liaises with the **National Monuments Service (NMS)** and all relevant stakeholders to fully discharge the statutory archaeological obligations of the Client.
- "The Consultant shall ensure that the project delivery programme explicitly accounts for statutory NMS review timelines, including the **minimum 2-month statutory waiting period for Section 12 notifications** and any required extensions for Ministerial Consent processing, ensuring no civil works commence on site until all statutory archaeological obligations are fully discharged."
- The consultant shall scope the detailed service requirements to provide the services of a Landscape Architect for the proposed scheme in advance of its construction. Landscape Architect Services Stages (i) –(iv) will be required and should incorporate Nature Based

Management Solutions of Rainwater as per the Kilkenny City Rainwater Management Plan (when available) and the guidance documents 'Rainwater Management Plans Guidance for Local Authorities 2024' where feasible. Consultant to include for preparation of tender documents, management of tendering process and report on tenders. Consultant to procure, manage and administer contract on behalf of the Client. Cost of the Landscape Architect services contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2

- Liaise with NPWS, IFI and other statutory bodies as required;
- Update existing Preliminary Business Case including an options assessment and be in accordance with DHLGH "**Towns and Cities Regeneration Investment Fund (TCRIF) Guidance Note"** for review and client approval.

  The updated Preliminary Business Case shall include as set out in the DHLGH guidance document and the following:
  - Introduce and identify the need for the scheme;
  - Identify specific objectives of the proposed scheme;
  - Description of options considered and preferred option;
  - Describe constraints;
  - List the main geometric features of the scheme
  - Identify drainage requirements;
  - Identify Traffic Signs and Road Marking requirements
  - Comment on junction treatment;
  - Summary report of each survey conducted,
  - List any Derogations, Relaxations and Departures and the associated approvals as necessary by the overseeing authority, National Transport Authority or Department of Transport as appropriate.
  - Provide Preliminary Design Drawing Layouts of a minimum of three options.
  - Broad environmental impacts of each of the options identified;
  - Nature Based Solutions implemented;
  - Costings of each option considered
  - Option Assessment and preferred option rationale
  - Cost information (detailed cost information should be included as an appendix or supporting document of the preferred option)
- Drainage design shall be progressed to determine any likely significant impacts on the environment and any mitigation included as necessary to reduce such effects;
- Provide design options and recommended preferred option.
- Provide a comprehensive Quality Audit of the proposed scheme in accordance with the requirements of the **Joint DoT and DHLGH Design Manual for Urban Roads and Streets (DMURS)**.
- Provide an Stage 1 Road Safety Audit independent of the design team in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 1 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and amend the design where necessary.
- As part of the Statutory Public Consultation, the Consultant shall prepare 3D visualisations / photomontages at three key locations (to be agreed with the Contracting Authority) along the scheme route of the project showing "before" and "after" scheme implementation images.
- Preparation of Part 8 Planning documentation in accordance with the Planning & Development Acts, (as amended).
  Such documentation to include but not limited to the following:
  (a) Planning, Construction and Environment Report
  (b) Appropriate Assessment Screening Report

(c) Preliminary Business Case including Preliminary Design Drawings
(d) EIA Screening Report
(e) Construction Environment Management Plan
(f) Ecological Impact Assessment Report
(g) Invasive Species Management Plan
(h) Architectural Impact Assessment Report
(i) Archaeological Impact Assessment
(j) Drainage Maintenance Plan
(k) Newspaper Notices

- Following the public consultation process the consultant should prepare a report summarising the public consultation process and listing all submissions received during the public consultation process. The report shall also analyse each submission and provide a response to each issue raised in the submissions.
- Provide a Final Business Case with an updated detailed cost estimate in advance of the main road construction contract tender being uploaded to etenders.
- The consultant on behalf of Kilkenny County Council shall seek the approval of National Transport Authority or Department of Transport for any derogations, departures or relaxations necessary for the Final Business Case.
- The Consultant shall further develop the Preliminary Design and shall complete a Detailed Design for the project. The Detailed Design shall comprise a completed design, work specification and works description for the project, and shall be developed to a level sufficient for the drawings of the Detailed Design to be used as tender/construction drawings for the construction of the project, with only title amendments.
- Provide a Stage 2 Road Safety Audit independent of the design team in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 2 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and amend the design where necessary.
- The consultant shall on behalf of Kilkenny County Council prepare and sign the Certificate of Compliance which specifies the key and relevant design standard utilised and any guidelines which were relied on.
- Subject to statutory approval for the scheme preparation of Contract Documents using the Public Works Form of Contract; The consultant shall recommend the most appropriate procurement strategy have regard to the scope of the proposed construction project which shall be subject to agreement with Kilkenny County Council.
- Scope as necessary any enabling or service diversion works necessary to deliver the scheme and report to the client representative. Such works could include any advanced ESB, Water, Wastewater, Gas, Telecommunications etc required. Consultant to include for preparation of tender documents, management of tendering process and report on tenders for any enabling works necessary. Consultant to procure, manage and administer contract on behalf of the Client. Cost of any enabling works contract to be borne by the Client. The Consultant shall comply with the Client's Procurement Procedures Version 7.2
- The Consultant shall deal with all tender queries during the tendering process;
- The Consultant shall be required to evaluate all construction tenders received and assessed by the Quantity Surveyor, to provide Kilkenny County Council with an updated Final Business Case with a detailed report on each tender as per the DHLGH guidance for approval Post Tender. Following the assessment, a recommendation should be provided for the appointment of the successful Contractor for the construction of the project in accordance with the EU Procurement Directives and the DHLGH TCRIF guidance document. The Consultant shall attend any necessary meetings post tender with the County Council and the preferred tenderer prior to award of contract;

- Attendance and minute taking at pre-contract award meeting with the Client in the offices of Kilkenny County Council at County Hall, John Street, Kilkenny City;
- The Consultant shall fulfil the role of Employer's Representative for the construction contract.
- The Site Supervision Team shall consist of Kilkenny County Council's Clerk of Works and Engineer.
- Contract Administration throughout the construction phase;
- Attendance as required by appropriate staff at the meeting schedule developed by the Contractor. This will include, but will not be limited to Construction Progress Meetings, Temporary Traffic Management Meetings, Design Meetings, Utilities meetings, Health and Safety Meetings, Dispute Resolution Meetings, etc. Recording minutes of meetings and circulating same;
- Quarterly updates required during the construction period inclusive of progress report, financial report and details of emerging risks.
- In the event that formal dispute resolution procedures are required the consultant shall provide all necessary assistance required to Kilkenny County Council;
- Site staff shall liaise and undertake active engagement with the local community and commercial operators to ensure that all are well informed, and disruption is kept to a minimum;
- The consultant shall provide an As-Built Programme of the works recording the contractor's tasks, their duration and resources employed. A range of media shall be utilised in the production of this programme such as reports, photographs, drawings, etc.
- Prior to the opening of the scheme the consultant shall provide an independent review of the design team Stage 3 Road Safety Audit in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 3 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and arrange with the client to address any issues arising.
- Within a period of 6 months of the opening of the scheme the consultant shall provide, independent of the design team, a Stage 4 Road Safety Audit in accordance with TII Publications GE-STY-01024. Consultant to procure, manage and administer contract on behalf of the Client. The Client shall cover the cost of the Stage 4 Road Safety Audit. The Consultant shall comply with the Client's Procurement Procedures Version 7.2. Consultant shall complete the feedback sheet in consultation with the Client and arrange with the client to address any issues arising.
- A Project Completion report in line with the DHLGH TCRIF guidance Document.
- Handover of Safety File;

**All Detail, Duties and Services to be provided in Stages (i) to (v) are listed in Schedule A & Schedule B of the Tender & Schedule**

In the event that additional services are identified as a requirement by the Client, remuneration to the successful tenderer shall be on the basis of a negotiated fee based on of the hourly rate tendered and transcribed to Schedule B. For the avoidance of doubt the tendered hourly rates shall include, without limitation, such items as:

- Salary payments
- Provision of all secretarial/administration/clerical support
- All equipment required in the performance of the services
- Office overheads
- Insurance including health insurance
- Bonus payments
- Employer PRSI payment
- Any allowances
- General office consumables

- Annual leave payments/sick leave payments
- Postage/telephone/fax/e-mail costs
- Internal photocopy and printing

## 5.4 Public Consultation

The Consultant shall arrange, manage and undertake a public consultation process following the completion of the updated Preliminary Business case.

Proposals to introduce permanent pedestrianisation or a one-way traffic system on any street, road or lane within Kilkenny Municipal District will be evaluated to determine the impacts, benefits and viability based on the prevailing conditions at the time. A report of the evaluation will be presented to the Kilkenny City Municipal District for consideration by the members, prior to progressing to public consultation and full Council approval in accordance with Part 8 of the Planning & Development Regulations 2001, as amended, unless the features of the scheme require the submission of an application to An Coimisiún Pleanála.

In advance of any statutory public consultation, a one day (10am to 9pm) manned local public display shall be held by the consultant in 1 no. location (Kilkenny County Council, County Hall, John Street Kilkenny or alternative Kilkenny City venue to be agreed) following agreed preferred option and outlining the development of the preferred option.

The Statutory Public Consultation shall be carried out in conformity with the applicable legislation and DMURS.

The Statutory Public Consultation shall take the form of:

- 1No. presentation to, and briefing of, officials and elected members of Kilkenny City Municipal District in Kilkenny County Council in County Hall, John Street, Kilkenny in advance of Part 8 publication;
- Publication of Part 8 on KCC's Consultation Portal
- Public displays for 4 weeks in;
    - Kilkenny County Council, County Hall, John Street, Kilkenny.
- One day (10am to 9pm) manned local public displays in 1 no. location (Kilkenny County Council, County Hall, John Street Kilkenny) during the Part 8 public consultation period.
- Localised newsletter tailored for local public displays;
- Holding of 1 no. presentation on the project to invited resident association representatives and a separate presentation to local businesses.

# 6 Existing Documentation

The following existing documentation/files shall be made available to the successful tenderer:

- Kilkenny City & County Development Plan 2021-2027; as varied by variation 10 and it's associated documents.
  City and County Development Plan - Kilkenny County Council (kilkennycoco.ie)
- Kilkenny County Council Public Lighting Manual and Product Specification 2021 -DRAFT
- Kilkenny City Rainwater Management Plan (when available)
- Rainwater Management Plans Guidance for Local Authorities 2024

- Granted Planning Permissions relevant to Design Brief, available via Kilkenny County Council Planning website.
  www.kilkennycoco.ie

# 7 Design Standards

The roads, structures and traffic elements of the scheme shall be designed in accordance with the DoT Design Manual for Urban Roads and Streets (DMURS), the Cycle Design Manual, the DoT Traffic Signs Manual 2024, Rainwater Management Plans Guidance for Local Authorities 2024 and all other relevant national policy & guidance documents and updates thereof. Lighting should be completed in line with the Kilkenny County Council Public Lighting Manual and Product Specification 2021 -DRAFT.

# 8 Project Time Scale

Because this is a Category 1B project, the Final Business Case must be approved, a contractor appointed and the contractor must be **actively working on-site by September 2027**

The total performance period has been set at 44 months with an expected split as follows:
1 month appointment and initiation
2 months Options Development & Preliminary Design
3 months Statutory Process & Detail Design running concurrently
2 months Tendering process & gateway approval
24 months Construction and handover inclusive of the preparation of the safety file etc.
12 months defects liability resolution period

Total= 44 months from the date of execution of this contract. The period is made up of the total Performance Period for Stage (i)-(v) in Schedule B.

# 9 Intellectual Property Rights

The Consultant will be required to provide copyright to Kilkenny County Council for unrestricted use of the Contract Documents by the Council or others nominated by the Council.

Details of all documents and information supplied to the Consultant or prepared by them shall be treated as private and confidential and shall not be disclosed to any third party without the written permission of the Director of Services, Kilkenny County Council. The Consultant shall verify and take responsibility for all such information and data provided by the Council and other agents and shall do so before incorporation into the final detailed design. All mathematical models, electronic and hard copy data, drawings and documents produced shall become the property of Kilkenny County Council. Kilkenny County Council will have sole copyright on all information provided by the Consultant and any work completed by the Consultant or other agencies under this appointment shall be the property of Kilkenny County Council who shall be at liberty to use it at their discretion. Kilkenny County Council shall endeavour to inform the Consultant of any such disclosures to third parties.

## 9.1 Conflict of Interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the contracting authority in making the submission. Any registerable interest involving any member of the Engineer led Design Team with the Elected Members of the contracting authority, Members of the Oireachtas or employees of the contracting authority must be fully disclosed in making the firm's submission of a proposal and prior to the award of the contract. Any conflict of Interest should be communicated

to the contracting authority immediately upon such information becoming known. The terms "registerable interest" and "relatives" shall be interpreted per section 2 of 'The Ethics in Public Office Act, 1994'.

## 9.2 Insurances

The successful Consultant shall provide evidence that they have in place Professional Indemnity (PI), Public Liability (PL) and Employers' Liability (EL) insurance.
The minimum levels of cover for each and every claim, unlimited in the period of insurance, shall be:

| | |
|---|---|
| Public Liability (PL) | € 6,500,000 |
| Employers Liability (EL) | € 13,000,000 |
| Professional Indemnity (PI) | € 1,500,000 (Annual Aggregate Cover) |

It will be a condition of appointment that the Consultant shall provide proof of insurance that indemnifies the "Contracting Authority" / the Client, its agents and authorised persons, from any claims by third parties for injuries to them or their property and by the Consultant's employees arising out of work carried out as part of the Services. The Consultant shall also be required to provide proof of Professional Indemnity Insurance. The Consultant's Insurances shall be for an amount which is at least equal to that specified above.
Where the Consultant (or a member of the consultant consortium, if applicable) resides in a jurisdiction where societal arrangements other than the provision of Employer's Liability insurance are in place to compensate or otherwise deal with employee bodily injury or death, the Client reserves the right to accept (at its sole discretion) alternative mechanisms as a substitute for Employer's Liability insurance provided however that the Consultant must have used all reasonable endeavours to seek to obtain the prescribed Employer's Liability insurances prior to any consideration of the acceptability of alternative arrangements by the Client.

## 9.3 Tax Clearance Certificate

It is a condition for the award of this contract that the firm selected, and all proposed sub-consultants must be able to produce a valid Tax Clearance Certificate or C2 certificate. The firm to whom the contract is awarded, and all sub-consultants shall continue to hold valid certificates for the duration of the contract.

## 9.4 Withholding Tax

Under the Finance Act 1987 a withholding tax must be deducted from payments for professional services. This tax will be deducted at the current rate from payments made to the firm awarded the contract and will be remitted to the Revenue Commissioners.

## 9.5 Confidentiality (FOI)

The contracting authority undertakes to use its best endeavours to hold confidential, any information provided in the proposal submitted, subject to the contracting authority's obligations under law, including the Freedom of Information Act, 2014. If you consider any of the information supplied by you is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for in the FOI Act.

## 9.6 Safety, Health and Welfare

As part of any subsequent letter of intent that will be issued the consultant will be required to complete an electronic copy of the Kilkenny County Council Project Supervisor Design Process

Competency Questionnaire to Kilkenny County Council and submit a copy of the required Statutory Declaration. As part of the any letter of acceptance issued the successful Consultant will be appointed as the Project Supervisor Design Process (PSDP) in accordance with the Safety, Health & Welfare at Work (Construction) Regulations 2013-2021. The Consultant will be aware of his obligations and the obligations of the Contracting Authority under the Health and Safety legislation and Safety, Health and Welfare at Work (Construction) Regulations 2013-2021. These obligations shall include the preparation of appropriate safety plans to cover all activities involving the presence of labour, plant or materials on the site/location of the works during the performance of the commission. The consultant shall undertake the role of Project Supervisor Design Process, and the Client appointee under Section 17 of the 2005 Act for all contracts associated with the commission. The consultant may appoint themselves or a competent third party at the consultant's expense to carry out these safety duties. Duties will include the development of Health and Safety plans and fulfilment of obligations under the current Health and Safety legislation. The consultant should include in his lump sum fee for appointment as PSDP for the scheme and Section 17 appointment. Duties will also include the assessment of the competence of (sub)contractors to undertake the role of Project Supervisor Construction Stage for those site works required during Stages (i) and (v) inclusive.

### 9.7 Contact Person at Kilkenny County Council

All technical and other queries related to this tender shall be submitted via etenders.

# 10 Submission of Proposals

All tender submissions shall be submitted via etenders only in accordance with the requirements of the Instruction to Tenderers.